

**IN THE COURT OF SENIOR CIVIL JUDGE-II
AIZAWL DISTRICT, AIZAWL, MIZORAM.**

Money Suit No.174 of 2014

1.State Bank of India,
Mission Veng Branch,
Represented by Chief Manager,
SBI,MissionVeng Branch, Aizawl.
.....Plaintiff.

Versus-

1. Mr.C.Laldinfela
S/o C.Lalpara
R/o H.No. A-33
Mission Veng, Aizawl.
2. Mr.W.Lalthanzama
S/o V.Sainghinglova (L)
H/No. A-32
Mission Veng, Aizawl& 8 others.Defendants.

BEFORE

R.Vanlalena, MJS
Senior Civil Judge-II
Aizawl, Mizoram
Appearance:

For the Plaintiff :MrTJ.Lalnuntluanga, Advocate,
For the Defendants :Mr.C.Laldinfela&Mr.W.Lalthanzauva
Date of hearing :8.3.2016
Date of Judgment :8.3.2016

JUDGMENT AND ORDER

1.The main facts of the case leading to the filing of the present money suit as reflected by the plaintiff in the plaint may be mentioned as follows.

2.The Plaintiff is a nationalised Bank constituted under the State Bank of India Act, 1955 carrying a business of banking at Aizawl under the Banking Regulation Act, 1949. The registered local head office is in Guwahati and one of its branches is at Mission Veng, Aizawl headed by the Chief Manager.

3.The Defendants are group members of Zoawi Self Help Group and are all residents of Mission Veng, Aizawl, Mizoram.

4.The Defendants had approached the Plaintiff and applied for Agriculture term loan/loan assistance in the name of Zoawi Self Help Group amounting to Rs.4,00,000(Rupees four lakhs) only on dated 12.12.2007 for 10 (ten)members of the said Group.

5.The Plaintiff had carefully examined all the documents submitted by the defendants in support of the application for the said loan money. After having verified and careful checks, the Plaintiff decided to sanction loan money amounting to Rs.4,00,000/- to the Defendants.

6.On 10.11.2007, the Defendants had made a resolution inside the group. As per the resolution of SHGS, the Defendant No.1 and Defendant No.2 were appointed as Chairman and Secretary of the Zoawi Self Help Group respectively and further resolved that in the event of any member of the SHGA unwilling to repay the loan, the group/SHGS shall take responsibility of it.

7.The Plaintiff and the Defendants had executed articles of agreement for financing loan to the SHGS on 26.03.2008. The representative of the Zoawi Self Help Group put and subscribed signatures on the loan agreement. As per the said agreement of loan, the Zoawi Self Help Group shall repay the loan in 36 months with equated monthly instalment of Rs.13,286/- with interest at a rate Rs.12% subject to change in the rate of interest from time to time as per the Reserve Bank of India directives applicable to self help group. Moreover, inter-se agreement was also made by the members of SHGS on 26.03.2008 and they had subscribed their signature on the same date..

8. The Plaintiff, thereafter disbursed the loan sum amounting to **Rs.4,00,000/-** to the Defendants/SHGS on dt.26.03.2008 through Account No.30355386532 by means of debit transfer.

9.After the disbursement of the said loan, the Plaintiff had been reviewing the performance of the loan account and observed that the Defendants/SHGS had neglected and failed to make repayment of the loan amount and thus the loan account of the Defendant had become very irregular towards repayment of the loan together with the interest. Subsequently, the Plaintiff had given oral reminder to the Defendants on various dates and written reminder also given to them on 21.01.2012 against the name of the President and Secretary of the SHGS/Defendants. However, the Defendants failed to repay the loan. This resulted into irregular accrued amount of Rs.4,64,860/-as on 23.05.2011. Therefore, the total outstanding dues till date 08.10.2014 was Rs.8,64,860/- plus an interest as agreed upon.

10. In spite of persistent efforts of the Plaintiff to get back the loan money borrowed by the Defendants, no payment had been made by the Defendants

till date. The Defendants had executed revival letter on 10.05.2012 for the articles of agreement for financing the Zoawi Self Help Group. As such the cause of action is still surviving and the instant money suit is filed within the period of limitation.

11. The inaction of the Defendants in failing to repay the loan with interest was highly illegal and perhaps amounts to cheating. In fact, the Defendants have no excuse for not repaying the loan with the interest and are bound to repay the loan with the interest as agreed upon by them.

12. The cause of action arose when the Defendants availed loan amounting to Rs.4,00,000/- from the Plaintiff on 26.03.2008 and the cause of action again arose had irregularities on repayment of the loan on 23.05.2011 and the execution of revival letter on 10.05.2012 of the articles of agreement for financing the loan to the Zoawi Self Help Group /Defendants. The cause of action further arose when the Defendants acknowledged their debts to the Plaintiff for non repayment of the loan. The cause of action still survives.

13. The Plaintiff and the Defendants being both residents of Aizawl, as such this Court has territorial jurisdiction and pecuniary jurisdiction to entertain the instant suit.

14. The instant suit is valued at Rs.8,64,860/- and the court fees amounting to Rs.11,740/- has been submitted along with the plaint.

15. The Plaintiff claimed the following reliefs:-

- (a) A decree in favour of the Plaintiff and against the Defendants.
- (b) A decree directing the Defendants to pay the Plaintiff the total outstanding dues amounting to Rs.8,64,860/- with interest at a rate of Rs 14% per annum from the date of irregularity of the loan repayment.
- (c) Any other reliefs as the Court may deem fit and proper.
- (d) For costs of the suit.

16. On the other hand, the Defendants represented by C.Laldinfela and Mr.W.Lalthanzama (Defendants No.1&2) respectively submitted written statement as follows:-

17. KeiniZoawi Self Help Group, Mission Vengchuan State Bank of India, Mission Veng Branch atangin loan Rs. 4 lakhs kanpuk a, he kan loan puk hi a hlawm a rulhngeikan duh a, a rulhhuntur hi khawngaihtak a, min pawhseisakdeuhhlekturinkanrawndila, minpawhseisakturin I khawngaihnaZoawi Self Help Group chuankanrawndil a, min phalsakchuankanlawmememang.

English Version : We, the Zoawi Self Help Group members, Mission Veng, Aizawl did availed loan amounting to Rs.4,00,000/- (Rupees Four Lkhs) from the State Bank of India, MissionVeng Branch. We decided to repay the loan at once without instalment. We do request the Court to provide longer times for the repayment of loan and we would be very thankful and obliged if the Court granted our prayer. The Defendant No.1 and Defendant No.2 as the President and Secretary respectively signed the written statement and made oral submission to the Court that they would take all the liabilities and responsibilities on behalf of Zoawi Self Help Groups in repaying the loan amount as mentioned in the plaint. They both further stated that the remaining members of Zoawi Self Help Group may be exonerated from the clutches of this case.

18. I have heard the Ld.Counsel Mr.TJ.Lalnuntluanga on behalf of the Plaintiff who submits that since the Defendants No.1 &2 admitted the liability of the loan excepting the other members of the Zoawi Self Help Group, the Court may be pleased to pass a judgment on the basis of the admission made by the Defendants No.1 & 2. I have also heard the Defendants No.1 & 2 in person who both submitted that the Court may be kind enough to pass a lenient order for their repayment of the loan.

19. Perusal of the hand written statement of the Defendants No.1&2 indicate that they do not deny the fact of their taking loan from the State Bank of India, Mission Veng Branch, Aizawl and admitted the liability to repay the loan. Considering the submissions made by the parties, this Court has come to a conclusion to pass a judgment on admission by virtue of the provision contained under Order 12, Rule 6 of the Code of Civil Procedure, 1908 which provides as follows:-

Judgment on Admission:- (1) Where admission of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions;

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced.

20. In the instant suit, there were 10 (ten) Defendants represented by Defendants No.1 & 2. The said two defendants not only represented the all other defendants, but also claimed the liability of the loan and also took responsibility to repay the loan by them/defendants No.1&2. The two defendants admitted the liability and responsibility arising out of the instant suit. After having heard the parties from both sides and after having

considered their submissions, this Court has made the judgment and order on admission as follows:-

ORDER

(1) The Defendants No.1&2 namely Mr.C.Laldinfela, Tlangnuam Block Veng, Aizawl and William Lalthanzama, Mission Veng North, Aizawl, both members of Zoawi Self Help Group, Mission Veng, Aizawl as President and Secretary respectively shall repay the principal loan amount with interest, i.e Rs.8,64,860/- (Rupees eight Lakhs sixty four thousand and eight hundred sixty) only within a period of six months counting from the month of March, 2016 by depositing the amount with the Plaintiff bank.

(2) The Defendants No.1&2 are hereby allowed to waive the further interest and are therefore, need not to pay the interest mentioned in the loan agreement executed and signed by them with the Plaintiff.

(3) The Parties shall bear their own cost.

With this order, the instant suit stands disposed of.

Given under my hand and Seal of this Court on this 8th March, 2016

Sd/-R.VANLALENA
Senior Civil Judge-II
Aizawl District, Aizawl.

Memo.No.....Sr.CJ-II/A/2016 :Dated Aizawl, the 8th March, 2016

Copy to:-

1. The District & Sessions Judge, Aizawl Judicial District, Mizoram, Aizawl.
2. Chief Manager, State Bank of India, Mission Veng Branch, Aizawl C/o Mr.TJ.Lalnuntluang, Advocate.
3. Mr.C.Laldinfela, Tlangnuam Block Veng, Aizawl, Mizoram.
4. William Lalthanzama, Mission Veng North, Aizawl, Mizoram.
5. Judicial Section.
6. Case Record.
7. Guard File.

PESHKAR

